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Chicago Parking Valet LLC and International Brotherhood of Teamsters Local 727. Case 13–CA–140279

June 30, 2015

DECISION AND ORDER

BY MEMBERS HIROZAWA, JOHNSON, AND MCFERRAN

The General Counsel seeks a default judgment in this case on the ground that Chicago Parking Valet LLC (the Respondent) has failed to file an answer to the complaint. Upon a charge filed on October 31, 2014, by International Brotherhood of Teamsters Local 727 (the Union), the General Counsel issued a complaint on March 27, 2015, against the Respondent, alleging that it has violated Section 8(a)(5) and (1) of the Act. The Respondent failed to file an answer.

On April 27, 2015, the General Counsel filed with the Board a Motion for Default Judgment, with exhibits attached. Thereafter, on May 5, 2015, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Default Judgment

Section 102.20 of the Board's Rules and Regulations provides that the allegations in a complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaint affirmatively stated that unless an answer was received by April 10, 2015, the Board may find, pursuant to a motion for default judgment, that the allegations in the complaint are true. Further, the undisputed allegations in the General Counsel's motion disclose that the Region, by letter dated April 14, 2015, notified the Respondent that unless an answer was received by April 21, 2015, a motion for default judgment would be filed. Nevertheless, the Respondent failed to file an answer.

In the absence of good cause being shown for the failure to file an answer, we deem the allegations in the complaint to be admitted as true, and we grant the General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent, an Illinois limited liability company with an office and place of business in Chicago, Illinois, has been engaged in the business of providing parking valet services for commercial buildings and retail enterprises.

During the last calendar year, the Respondent, in conducting its business operations described above, provided services valued in excess of \$50,000 for the Reid Murdoch Building and various retail restaurants located within the State of Illinois that are directly engaged in interstate commerce.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

At all material times, Julio F. Gonzalez held the position of the Respondent's president and has been a supervisor of the Respondent within the meaning of Section 2(11) of the Act and an agent of the Respondent within the meaning of Section 2(13) of the Act.

The following employees of the Respondent (the unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Cashiers, hikers, attendants, porters, maintenance men/custodians, drive men, washers, collectors customer service representatives (excluding those who do sales and/or marketing), drivers, dispatchers, bellmen, doormen and supervisors who perform bargaining unit work, but excluding clerical employees, guards, professional employees and supervisors as defined in the National Labor Relations Act, who do not perform bargaining work.

Since about November 1, 2011, and at all material times, the Respondent has recognized the Union as the exclusive collective-bargaining representative of the unit. This recognition has been embodied in a collective-bargaining agreement between the Respondent and the Union effective from November 1, 2011 through October 31, 2016.

At all times since about November 1, 2011, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

Since about September 29, 2014, the Union has requested in writing that the Respondent furnish it with the following information:

1. A copy of any and all agreements, policies, rules, or documentation (excluding the parties' collective bargaining agreement) upon which Chicago Parking Valet's decision in this matter was made;

2. Any and all documentation which identifies the bargaining unit employees (listed by date of hire) employed by Chicago Parking Valet from August 1, 2012 to present;

3. For all employees identified in request #2, a complete breakdown of the hours worked by each employee from August 1, 2012 to present, including but not limited to the hours worked at each location owned or operated by Chicago Parking Valet;

4. Any and all correspondence related to Teamsters Local 727 membership dues transmitted to or from Chicago Parking Valet or its representatives from August 1, 2012—present;

5. A copy of any and all documentation related to payments issued to Teamsters Local 727 on behalf of bargaining unit employees for membership dues;

6. Any and all documentation which demonstrates the amount of Teamsters Local 727 membership dues withheld from Chicago Parking Valet employees' paychecks from August 1, 2012—present;

7. Any and all correspondence related to bankruptcy filings by Chicago Parking Valet from August 1, 2012—present;

8. Any and all documentation related to the purchase, sale, or lease of locations owned or operated by Chicago Parking Valet for the past five years;

9. Any and all work schedules for employees working at the Reid Murdoch Garage for the past five years;

10. Any and all documentation which demonstrates the work performed by employees at the Reid Murdoch Garage;

11. Any and all documentation, agreements, policies, rules, upon which Chicago Parking Valet's decision to classify the Reid Murdoch Garage as a non-union location was made;

12. A copy of all bargaining unit employee schedules from August 1, 2012—present;

13. Any and all notes, correspondence, or general documentation related to the processing of the Grievances or Arbitrations listed in the subject line of this request;

14. Any and all documents and correspondence related to employee benefit contributions paid or owed on behalf of the employees employed by Chicago Parking Valet to any employment benefit plan or fund, including but not limited to 727 Benefit Funds (i.e. the Teamsters Local 727 Health and Wel-

fare Fund, Pension Fund, Legal and Educational Fund);

15. Any and [all] documents produced to the Teamsters Local 727 Benefit Fund for the audit period dated 9/1/2010—8/31/2011, and any and all agreements reached as a result of Chicago Parking Valet's deficiency findings;

16. Copies of any and all deposition transcripts for Julio Gonzalez related to legal proceedings concerning Chicago Parking Valet and Teamsters Local 727 Benefit Funds;

17. A copy of Chicago Parking Valet LLC's document retention policy; and

18. A copy of any and all documents Chicago Parking Valet LLC intends on using as exhibits at the arbitration hearing in this matter.

The information requested by the Union, as described above, is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit.

Since about October 31, 2014, the Respondent has failed and refused to furnish the Union with the information it requested as described above.

CONCLUSION OF LAW

By the conduct described above, the Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act, and has thereby engaged in unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent violated Section 8(a)(5) and (1) by failing and refusing to furnish the Union with certain information that is relevant and necessary to its role as the exclusive collective-bargaining representative of the unit employees, we shall order the Respondent to furnish the Union with the information it requested since about September 29, 2014.¹

¹ To the extent that any confusion exists regarding the specific "matter" referenced in items 1 and 18 of the information request, or the "subject line" information referenced in item 13, such questions can be resolved in compliance.

ORDER

The National Labor Relations Board orders that the Respondent, Chicago Parking Valet LLC, Park Ridge, Illinois, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to meet and bargain collectively and in good faith with International Brotherhood of Teamsters Local 727 as the exclusive collective-bargaining representative of the unit employees by failing and refusing to furnish the Union with requested information that is necessary for and relevant to the Union's performance of its duties as the exclusive collective-bargaining representative of the employees in the following bargaining unit:

Cashiers, hikers, attendants, porters, maintenance men/custodians, drive men, washers, collectors customer service representatives (excluding those who do sales and/or marketing), drivers, dispatchers, bellmen, doormen and supervisors who perform bargaining unit work, but excluding clerical employees, guards, professional employees and supervisors as defined in the National Labor Relations Act, who do not perform bargaining work.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Furnish the Union with the information it requested since about September 29, 2014.

(b) Within 14 days after service by the Region, post at its facility in Park Ridge, Illinois, copies of the attached notice marked "Appendix."² Copies of the notice, on forms provided by the Regional Director for Region 13, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or cov-

² If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

ered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since October 31, 2014.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 13 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. June 30, 2015

Kent Y. Hirozawa,	Member
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Harry I. Johnson, III,	Member
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Lauren McFerran,	Member
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(SEAL) NATIONAL LABOR RELATIONS BOARD
APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT fail and refuse to bargain collectively and in good faith with International Brotherhood of Teamsters Local 727 as the exclusive collective-bargaining representative of our unit employees by failing and refusing to furnish the Union with requested information that is necessary for and relevant to the performance of its

duties as the exclusive collective-bargaining representative of the employees in the following bargaining unit:

Cashiers, hikers, attendants, porters, maintenance men/custodians, drive men, washers, collectors customer service representatives (excluding those who do sales and/or marketing), drivers, dispatchers, bellmen, doormen and supervisors who perform bargaining unit work, but excluding clerical employees, guards, professional employees and supervisors as defined in the National Labor Relations Act, who do not perform bargaining work.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL furnish the Union with the information it requested since about September 29, 2014.

CHICAGO PARKING VALET LLC

The Board's decision can be found at www.nlrb.gov/case/13-CA-140279 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

